CLAIMS

What is claimed is:

1. A method for raising capital comprising the steps of:

generating an agreement between a first company and a second company, the agreement granting the first company an option to obligate the second company to sell a predetermined volume of equity in the first company according to a predefined price structure during a predefined time period,

wherein, the agreement obligates the second company to remedy a predefined failure by fulfilling its obligations to the first company under the agreement.

2. The method according to claim 1 wherein, the predefined failure is a failure of the second company to sell the predetermined volume of equity during the predefined time period.

3. The method according to claim 2, wherein the second company is obligated by the agreement to remedy the predefined failure of the second company by purchasing an amount of equity in the first company equal to a difference between a volume of equity in the first company sold by the second company under the agreement and the predetermined volume of equity.

4. The method according to claim 1, wherein a price at which the second company is obligated to purchase the amount of

equity in the first company is equal to a difference between the volume of equity in the first company sold by the second company under the agreement and the predetermined volume of equity determined based on the agreement.

5. A method for raising capital, comprising steps of:

filing by a first company a registration with a government agency for the sale of equity in the first company;

generating an agreement between the first company and a second company, the agreement granting the first company an option to obligate the second company to sell a predetermined volume of equity in the first company according to a predefined price structure during a predefined time period, the agreement obligating the second company to remedy a predefined failure by fulfilling its obligations to the first company under the agreement;

forwarding from the first company to the second company a Capital Demand Notice setting forth terms for a particular sale of the equity;

indicating by the second company one of an acceptance and a rejection of the Capital Demand Notice based on a review of information regarding the first company and the Capital Demand Notice; and

obtaining from the second company a remedy, upon the occurrence of the predefined failure under the agreement.

6. The method according to claim 5, wherein the agreement defines criteria for the second company on which the one of acceptance and rejection of the Capital Demand Notice is to be

based.

7. The method according to claim 5, wherein the predefined failure of the second company is a failure to sell a volume of the equity set forth in the accepted Capital Demand Notice.

8. The method according to claim 5, wherein the agreement obligates the second company to remedy the predefined failure by purchasing an amount of the equity equal to a difference between a volume of the equity actually sold by the second company in accord with the accepted Capital Demand Notice and the volume of the equity set forth in the accepted Capital Demand Notice.

9. The method according to claim 8, wherein a price at which the second company is obligated to purchase the volume of the equity is equal to the difference between the volume of equity actually sold by the second company in accord with the accepted Capital Demand Notice and the volume of equity set forth in the accepted Capital Demand notice is determined based on the agreement.

10. The method according to claim 5, wherein the agreement defines a blocking event and wherein, upon occurrence of the blocking event, obligations of the second company are one of completely and partially discharged.

11. The method according to claim 5, wherein the first and second companies execute a Warrant Agreement, the Warrant Agreement defining terms and conditions for the second company to purchase an additional volume of the equity, the additional

volume being above the volume of the equity set forth in the accepted Capital Demand Notice.

12. The method according to claim 10, wherein the blocking event corresponds to a predetermined change in a market price of the equity.

13. The method according to claim 10, wherein the blocking event corresponds to a predetermined change in a market index value.

14. The method according to claim 5, wherein, until acceptance of the Capital Demand Notice, the first company maintains control of the terms and conditions of sales of equity under the agreement.